

EXHIBIT D

Confidential
Execution Version

CONFIDENTIAL

NORTHEAST ALLIANCE AGREEMENT

between

AMERICAN AIRLINES, INC.

and

JETBLUE AIRWAYS CORPORATION

PLAINTIFFS EXHIBIT
PX0001-a
1:21-CV-11558

this Agreement and in the Related Agreements to achieve full implementation of the NEA that had not yet been undertaken pending resolution of any issues, objections or concerns of Competent Authorities to achieve full implementation of the NEA, including initiating activities under the MGIA. If one Party believes that an activity will take longer to implement, the Parties will discuss and agree upon a mutually-acceptable timeline to achieve the implementation of such activity.

2 ELEMENTS OF THE NEA

- 2.1 Geographic Scope of the NEA. The NEA will cover all NEA Services. Long-Haul Services of JetBlue and its Affiliates and Franchisees between an NEA Airport and an airport in the European Region may be included in the NEA upon commencement of such Scheduled Passenger Services by JetBlue or its Affiliates or Franchisees, following good faith discussions by the Parties and agreement in writing upon the terms of such inclusion and subject to any necessary regulatory review. Until such written agreement and the Parties' mutual determination that inclusion would not entail unreasonable regulatory or litigation conditions or risks, any such Scheduled Passenger Services of JetBlue and its Affiliates and Franchisees will be excluded from this Agreement and the Related Agreements for all purposes.
- 2.2 Governing Agreement. The Parties agree that this Agreement will be the governing agreement for the NEA and unless expressly set forth to the contrary in the Related Agreements, the terms and conditions of this Agreement shall supersede any contradictory or inconsistent provisions in any of the Related Agreements.
- 2.3 Mutual Growth Incentive Agreement. To achieve the procompetitive benefits of the NEA and encourage investments in and improvements to each Party's network under the NEA, the Parties agree to enter into the MGIA on the same date as this Agreement. The Parties agree that the MGIA will not be implemented until the Implementation Date of the NEA in accordance with Section 1.4.
- 2.4 Codeshare Agreement. The Parties agree to enter into the Codeshare Agreement in order to establish their codeshare relationship.
- 2.5 Frequent Flyer Program Agreements. The Parties agree to enter into the Frequent Flyer Program Agreements to establish the Parties' loyalty program participation on the terms set forth in Appendix B.
- 2.6 Special Prorate Agreement. The Parties agree to enter into a Special Prorate Agreement on terms to be agreed.
- 2.7 Lounge Access Agreement. The Parties may enter into the Lounge Access Agreement to provide lounge access to eligible passengers.

3 OPERATION OF THE NEA

3.1 Network Growth and Consultation.

- 3.1.1 The Parties agree to use commercially reasonable efforts to coordinate the NEA Services, particularly with regard to Codeshared Flights, in order to minimize

connecting passenger waiting time and to maximize passenger convenience and service, subject to the Parties' respective operational constraints and commercial considerations. Notwithstanding this Article 3 or Article 4, each Party will continue to make independent decisions regarding pricing, capacity and network management for its Scheduled Passenger Services and will provide guidance to its business personnel responsible for implementation and management of the NEA to ensure such independent decision-making.

3.1.2 Without limiting the generality of the foregoing, the Parties shall, for the benefit of consumers:

- 3.1.2.1 endeavor in good faith to optimize their respective, individual network plans regarding the NEA Services throughout the term of this Agreement after due consultation on all aspects of its network plans related to the NEA Services, including with respect to each Party's usage of terminal facilities;
- 3.1.2.2 develop a process to ensure timely communication of such schedules between the Parties to allow adequate lead times for each Party to plan resources effectively; and
- 3.1.2.3 regularly review performance of the NEA Services. If any routes within the NEA Services are underperforming when measured against the expected performance forecast for such routes by the Party operating such Services or as jointly agreed by the Parties, the Parties will endeavor in good faith to agree to a course of remedial action, while each Party will maintain its independent decision-making authority.

3.2 Sales and Marketing Cooperation. The Parties agree to explore opportunities, where commercially reasonable, to implement certain sales and marketing activities to enable the Parties to facilitate the delivery of improved customer benefits and to provide customers with greater availability of discounted fares and a broader range of benefits. These sales and marketing opportunities may involve, for example, developing joint customer bids incorporating discounts for mutual corporate customers to encourage flying on both airlines and including each carrier's metal into agency commission programs. The Parties agree to collaborate, at their own expense, to create joint service and support propositions that offer a seamless experience for customers and endeavor to develop a novel common corporate customer recognition program for select corporate customers to enhance traveler experience. With respect to certain accounts on a case-by-case basis, and only in response to those customers' respective requests, the Parties may agree to enter into joint corporate sales agreements with such customers. Each Party will provide its business personnel involved in joint sales and marketing efforts with appropriate guidance to ensure compliance with all Applicable Law.

3.3 Co-Location, Facilities and Other Operational Efficiencies. The Parties will consider opportunities to better utilize assets for the NEA at the NEA Airports and other facilities to obtain operational efficiencies or other benefits of the NEA and for